



Hawaii Public Housing Authority
State of Hawaii

IFB PMB-2017-53

Invitation-for-Bids to Furnish Written Translation Services of
Various Violence Against Women Act Documents for the
Hawaii Public Housing Authority

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued November 30, 2017



DAVID Y. IGE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
POST OFFICE BOX 17907
HONOLULU, HAWAII 96817

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2017-53

Notice is hereby given that pursuant to chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA) will be accepting sealed bids for: **Written Translation Services of Various Violence Against Women Act Documents for the Hawaii Public Housing Authority.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA Contract and Procurement Office on the Island of Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817, beginning Thursday, November 30, 2017. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office not later than 10:00 a.m. Hawaii Standard Time (HST), Wednesday, December 20, 2017. Public opening of bids will commence at 10:15 a.m. HST, Wednesday, December 20, 2017 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 9:00 a.m. HST, Thursday, December 7, 2017 at the HPHA Building A Conference Room No. 1, 1002 North School Street, Honolulu, Hawaii 96817. All interested bidders are strongly encouraged to attend the Pre-Bid Conference. For those interested in attending via conference call, please contact the IFB Coordinator not later than Wednesday, December 6, 2017, regarding your intended participation and instructions.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Mr. Rick Sogawa, IFB Coordinator at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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| | |
|---|--------------------------|
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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines applicable deliverables
- Section 3 Bid Offer Form and Instructions – Describes the required format and content of the bid submission
- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Mr. Rick Sogawa
Contract and Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice.

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Ms. Kauai Martinez
Property Management and Maintenance Services Branch
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4688

Any changes to the Contract Administrator or his designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. Procurement Timeline

| Activity | Scheduled Date |
|--|--|
| Public Notice Announcing IFB | November 30, 2017 |
| Distribution of Bid Specs/Bid Offer Form | November 30, 2017 |
| Pre-Bid Conference | December 7, 2017 |
| Written Questions Due to the HPHA | December 8, 2017 |
| Written Responses Due from the HPHA | December 12, 2017 |
| Bid Submittal Deadline | Dec 20, 2017 at 10:00 a.m. HST |
| Bid Opening | Dec 20, 2017 at 10:15 a.m. HST |
| Notice of Award | December / January 2018 |
| Contract Execution | January 2018 |
| Contract Start Date | January 15, 2018 or upon issuance of the Notice to Proceed |

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend a Pre-Bid Conference scheduled for 9:00 a.m. HST, Thursday, December 7, 2017, at the HPHA Building A Conference Room No. 1, 1002 North School Street, Honolulu, Hawaii 96817. Interested bidders are strongly encouraged to attend the Pre-Bid Conference. Attendance at the Pre-Bid Conference and site inspection is not required in order to submit a bid offer. For those interested in attending via conference call, please contact the IFB Coordinator identified in Section 1 of this IFB not later than Wednesday, December 6, 2017, regarding your intended participation and instructions

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. All changes to the IFB will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is Friday, December 8, 2017. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile not later than Monday, December 11, 2017.

VII. Submission of Sealed Bids

- A. Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction Form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 11 and 12.

- B. Bid Submittal.** Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 not later than 10:00 a.m. HST, Wednesday, December 20, 2017. Other methods of delivery services shall be considered hand

deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2017-53). Any bid document submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to chapter 92F, HRS, and is discoverable, unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST, Wednesday, December 20, 2017, at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the event that the HPHA receives a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible to inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures received as part of the bid submission shall not be examined or tested and will not be deemed to vary any of the provisions of the IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication, which may include electronic mail, facsimile or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest

of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) business days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) business days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office not later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2017-53).

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the STATE or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR, and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions that contradict to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted not using the prescribed Bid Offer Form as provided in this IFB or does not conform to the bid submission instructions shall be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsive and responsible bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of the all service items for the initial 30-day period. See Attachment 2. The unit bid price shall be inclusive of labor, administrative costs, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder shall submit a bid price for all service items and complete the entire Bid Offer Form in its entirety to be considered responsive;

and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current Contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to approval by the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, HAR, Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The General Conditions of the resulting Contract are attached and service specifications are included herein. See Attachments 9 and 10.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by chapter 103D, HRS; or
3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) business days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) business days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

| Head of State Contracting Office | | Procurement Officer | |
|---|--|----------------------------|--|
| Name: | Mr. Hakim Ouansafi | Name: | Mr. Rick T. Sogawa |
| Title: | Executive Director | Title: | Procurement Officer |
| Mailing Address: | P.O. Box 17907 Honolulu, Hawaii 96817 | Mailing Address: | P.O. Box 17907 Honolulu, Hawaii 96817 |
| Business Address: | 1002 North School Street Honolulu, Hawaii 96817 | Business Address: | 1002 North School Street Honolulu, Hawaii 96817 |

Any notice to award resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website: <http://www.hawaii.gov/spo2/source/>.

XXI. Availability of Funds

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to

chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option period due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for custodial services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance will be monitored and evaluated by the HPHA Contract Administrator or his/her designated representative(s). The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take appropriate corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov. In the event of a conflict between the State General Conditions and the Federal General Conditions, the more restrictive shall apply.

The HPHA may also impose contractually special conditions deemed necessary. See Attachment 8. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

XXV. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Bidder agrees to comply with section 11-355, HRS, which states that campaign

contributions are prohibited from a State and County government Contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Specifications

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the HPHA under chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii.

The purpose of this IFB is to competitively procure written translation services for various Violence Against Women Act documents for the HPHA.

B. Funding source and period of availability

Funds are subject to appropriation by the State Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or United States Department of Housing and Urban Development. Funding and period of availability may change upon notice by the STATE to the HPHA.

It is understood that no award shall be binding, unless the HPHA and/or the State Comptroller indicates that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. A Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and received by HPHA. The availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 90 calendar period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The use of Federal funds may require the prior written approval of the HUD.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall comply with the chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on page 1 of the Successful Bidder's Bid Offer Form will be used to confirm that the Successful Bidder is a Hawaii business;

or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a “compliant non-Hawaii business” as follows:

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certifications of Eligibility

Bidders may submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

| <u>Coverage</u> | <u>Limit</u> |
|---|---|
| Commercial General Liability (occurrence form) | <u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage. |
| Automobile Insurance covering all owned, non-owned and hired automobiles. | Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of <u>\$2,000,000.00</u> . |
| Workers Compensation as required by applicable State laws. | Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors. |

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

"The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to

operations performed for the State of Hawaii and HPHA under this Contract.”

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract and before the effective date of the Contract, the Successful Bidder agrees to deposit with the HPHA valid certificate(s) of insurance necessary to satisfy the HPHA that the Successful Bidder is in compliance with the insurance provisions of the Contract and shall keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability under this Contract or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

7. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for

employment in compliance with State, Federal and local laws. Such actions shall include, without limitation, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

8. Business Office

The Successful Bidder shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

9. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause. It will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and

job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder shall not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected, but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

10. No performance or payment bond is required.

11. A bid security deposit is not required for this IFB.

B. Type of Contract

- 1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 8. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service

requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☒ Single term (\leq 12 mos) ☐ Multi-term ($>$ 12 mos)

Initial term of contract: 30 calendar days

Length of each extension: Up to 30 calendar days

Maximum length of contract: 60 calendar days

The initial Contract period shall commence upon issuance of a Notice to Proceed. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and/or has funds to extend services up to 30 calendar days. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used; and
5. The HPHA will be required to obtain the Department of Human Resources Development's approval in writing of the extension prior to execution of a Supplemental Contract; and
6. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension; and
7. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and
8. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Statutory Requirements of Section 103-55, HRS

Prior to entering into a Contract in excess of \$25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

F. Bid Price

Bidders shall submit a unit bid price for each service item listed on the Bid Offer Form. The bidder's unit bid price shall be the all-inclusive unit price charged to the HPHA including, without limitation, personnel costs, benefits, security equipment, all applicable taxes, and all other necessary costs to provide the services specified. The unit bid price shall be firm for each applicable Contract performance period.

The unit bid price shall be applicable for all written translation and formatting services provided under the resulting Contract, regardless of the performance days and times including, without limitation, weekdays and weekends, during and after business hours. The HPHA shall not be responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of employees.

The HPHA shall not approve requests for Contract price adjustments due to wage increase during the term of the Contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

The bidder's unit bid price shall also include all administrative and supervisory personnel costs, and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

In return for the bid price(s) submitted, the HPHA will purchase all required security services herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the service is not suitable for the HPHA's purpose.

G. Price Adjustment Due to Increase in State Wages

Bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD) in their bid submission. **The HPHA will only consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any subsequent option period that are not published.**

If wages increase after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wage of the bidder's employees performing the work. This includes any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of the bid offer, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS, including, without limitation that its employees are being paid not less than the known wage of the State position listed. Documentation shall include the employee's payroll records and a statement that the employees are being utilized for the resulting Contract.

3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
 - b. Request for increase for an option period of the Contract must be made prior to the start of the option period.

III. SCOPE OF WORK

Work included in this Contract shall consist of furnishing and paying for labor, and all related administrative and personnel costs, as necessary, in PROVIDING WRITTEN TRANSLATION AND FORMATTING SERVICES FOR VARIOUS VIOLENCE AGAINST WOMEN ACT (VAWA) DOCUMENTS FOR THE HPHA, in accordance with these provisions, the specifications, General Conditions, and procedural requirements, included and/or referenced in this IFB.

A. Service of Services (Minimum and/or mandatory tasks and responsibilities)

The documents requiring translation will be provided by the HPHA and will be in English. The HPHA has identified, at minimum, eight (8) HPHA forms that require translation in the target languages with, a minimum of 29,464 total words.

The Successful Bidder shall provide effective, quality and timely translation, and formatting services in the following 11 target languages: 1) Traditional Chinese; 2) Simplified Chinese; 3) Korean; 4) Samoan; 5) Tongan; 6) Chuukese; 7) Marshallese; 8) Tagalog; 9) Ilocano; 10) Vietnamese; and 11) Spanish, unless otherwise indicated by the HPHA. All work completed shall become the property of the HPHA.

1. Translation Quality and Accuracy

The Successful Bidder must:

- i. Translate documents at the same reading level as the source material. Translated documents must thoroughly and faithfully render the source language message (omitting or adding nothing), give consideration to linguistic variations in both source and target

languages, and conserve tone and spirit of the source language message.

- ii. Have all translated documents go through, at the minimum, a two (2)-step process: 1) translation and 2) editing and proofreading. Each step must be handled by a different translator in order to provide optimum accuracy and quality control.
- iii. All completed forms must match the format, style, and layout of the English version unless otherwise indicated by the HPHA.
- iv. All signatures, stamps, and seals must be placed in the same place as the original, and that the paging of the documents must match.
- v. Text formatting must be exact, including tabs, indentations, bullets, margin, and copy justification, and shall remain consistent in leading, fonts, and sizes throughout each document.
- vi. All completed forms must be ready for printing or electronic display.
- vii. Ensure that its' translators meet the minimum proficiency standard set by the ATA or approved translator testing programs. The Successful Bidder must have a formal method for assessing the skills of translators. The Successful Bidder's method will be reviewed and approved by the HPHA prior to contracting and providing services.
- viii. Ensure that all certifications, training and experience are accurately and completely represented.
- ix. Ensure that translated documents are culturally competent, sensitive, and respectful of the individuals they serve.
- x. Ensure that translations are neutral, impartial, and unbiased. Translations must not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, or religious, political or sexual orientation.
- xi. Be responsible for disclosing any real or perceived conflict of interest which would affect objectivity in the delivery of service.

2. Workflow Procedures

The Successful Bidder must:

- i. Accept any translation project via email or fax to the HPHA within four (4) business hours of receiving a request for translation.
- ii. Review each translation prior to delivery to the HPHA to ensure that the translated document is accurate and consistent with the formatting and technical specification of the original English document.
- iii. At the request of the HPHA, correct any translation in order to improve quality and accuracy.

Note: The Successful Bidder shall be responsible for any costs related to correcting translations formatted or translated incorrectly. Payment will not be made for translations that are not completed in accordance with the corrections requested by the HPHA.

- iv. Complete all translated requests using, at minimum, Unicode fonts supported by Microsoft 2000 or higher unless specified otherwise within the language-specific fonts identified in the Foreign Language Font Specifications that will be provided through an addendum as soon as information is available.
- v. Translate all proper nouns, including program names.
- vi. If acronyms are used in the English version of the text block, the same acronyms must be used in the translated version of the text block. For example, if the acronym HPHA is used in the English text block it shall also be used in the translated text block and not translated as the "Hawaii Public Housing Authority".
- vii. Each translated text block must be returned as an individual MS Word file. The text block number shall not be included with the translated text as it appears in the English file. However, the text block number shall be used as the electronic title of the file.
- viii. Translations that are not done in accordance with the specific requirements listed above will be returned to the translation vendor to be redone at his/her own cost.

3. Turnaround Time

The Successful Bidder must:

- i. Complete translation requests within 10 business days from receipt of request. All translation requests received by the Successful Bidder after 10:00 a.m. HST will be considered as the next day's business, excluding weekends and holidays.

4. Fee Schedule

The fee schedule below between the Success Bidder and the HPHA shall be the maximum compensation for services performed under the awarded Contract.

- i. The Successful Bidder will receive compensation for completed requests returned timely within 10 business days of receipt of the request.
- ii. The Successful Bidder will receive compensation for completed requests returned late after 10 business days of receipt of the request, according to the following compensation table:

| Project Return: No. of Business Days LATE | Compensation % of Contract Rate: NORMAL | Compensation % of Contract Rate: RUSH |
|--|--|--|
| 1 | 90% | 75% |
| 2 | 80% | 50% |
| 3 | 70% | 25% |
| 4 | 60% | No compensation |
| 5 | 50% | |
| 6 | 40% | |
| 7 | 30% | |
| 8 | 20% | |
| 9 | 10% | |
| 10 | No compensation | |

B. Management Requirements & Qualifications (Minimum requirements)

1. Personnel

- a. The Successful Bidder shall have the ability to provide translation and formatting services in the following 11 target languages:
 - 1) Traditional Chinese; 2) Simplified Chinese; 3) Korean;
 - 4) Samoan; 5) Tongan; 6) Chuukese; 7) Marshallese; 8) Tagalog;
 - 9) Ilocano; 10) Vietnamese; and 11) Spanish.

- b. Have a minimum of three (3) consecutive years of experience in the translation business.
- c. Use translators who are authorized or qualified by the American Translators Association and/or other approved translator programs. Machine generated translations shall not be allowed.
- d. Use appropriate staff who have special knowledge and understand how to handle the targeted languages when formatting those texts for ensuring that the completed formatted forms render the source language message
- e. Submit a comprehensive list of all translators who will be utilized to meet the terms of the Contract within three (3) days of the Notice to Proceed.
- f. Keep file information regarding each translated document and make this information available to the HPHA upon request.
- g. Have the capacity to handle and have the essential staffing and equipment to respond, deliver, and complete work within the time frame specified in this Scope of Services.
- h. Be responsible for all costs associated with the completion of each translation, including staff time, office equipment, including without limitation, printing, computer hardware and software, discs, etc., supplies and other necessary materials.
- i. Provide information regarding translation memory software. The HPHA requires the use and sharing of translation memory software to leverage costs and ensure compatibility with tools currently used by the HPHA.
- j. Use English as the base language for calculating per word translation costs. The English word counts will be determined using Microsoft Word's word count feature.
- k. Translate documents in the native format unless specified by the HPHA. Such native format includes, at the minimum, Microsoft Word, Microsoft Excel, and Adobe PDF or other equivalent.
- l. Have the ability to store and manipulate translated texts and combine them into necessary multiple documents.
- m. Maintain "live" files of completed translation, as requested.

- n. Have a billing system that accurately details the costs for each translation project.

C. Payment

The HPHA shall compensate the Successful Bidder for written translation and formatting services at the accepted bid price.

All compensation claims shall be subject to the following:

- a. Payment shall be made on a per document basis upon completion of the translation.
- b. The Successful Bidder shall be reimbursed at the accepted bid prices for each language which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.
- c. The STATE is not responsible for overtime and shall not pay any overtime.
- d. Each invoice must include the following:
 - i. Title of the document;
 - ii. HPHA document number (if applicable);
 - iii. HPHA translation project number;
 - iv. Date the requested translated project was received by the vendor;
 - v. Date the completed translation work was delivered to the HPHA;
 - vi. Language used in translated document;
 - vii. Name of the translator;
 - viii. Name of the reviewer;
 - ix. English word count for the translated document;
 - x. Rate or cost per word; and
 - xi. Total charges for the translation project, itemized by language.
 - xii. Total charges for the formatting, itemized by language.
- e. Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

- f. The Successful Bidder shall submit a monthly invoice, one (1) original, for services rendered to:

Hawaii Public Housing Authority
Attn: Property Mgmt. and Maintenance Services Branch
1002 N. School Street
Honolulu, HI 96817

Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30-day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

- g. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, that the Successful Bidder has satisfactorily performed the services specified.
- h. For final payment, the Successful Bidder must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at www.spo.hawaii.gov. Select "forms for Vendors/Contractors" from the chapter 103D, HRS, link.

The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract. A valid HCE "Certificate of Vendor Compliance" in lieu of the tax clearance is acceptable.

IV. Performance Monitoring & Remedies

A. Monitoring

1. The performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to directly assess the Successful Bidder.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost moneys due or that may thereafter become due the Successful Bidder. In case money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Damages

1. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the Successful Bidder.
2. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, buildings, and plantings. If such repairs are not completed within a reasonable time, as determined by the HPHA, the HPHA reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to the Successful Bidder. In the event money due the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

(END OF SECTION)

Section 3

Bid Offer Form and Instructions

Section 3

Bid Offer Form and Instructions

General Instructions for Bid Offer Submittal

- A. *Bid offers shall be submitted to the HPHA using the form prescribed in this IFB.*
- B. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- C. *A written response is required for each line item unless indicated otherwise.*

See Attachment 18.

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective July 1, 2017, or upon the State's issuance of a written Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected unless waived by the HPHA pursuant to section 3-122-31(c)(1)(B), HAR.

The successful bid shall be the lowest responsive and responsible Grand Total Bid Price received. The Grand Total Bid Price is the sum of all service items for the 30-calendar day period.

The unit bid prices shall be the all-inclusive unit price charged to the HPHA including, without limitation, labor, equipment, administrative personnel, applicable taxes, and all other necessary costs to provide the services.

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Department of Labor and Industrial Relations, Certificate of Compliance with section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawaii State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

II. HUD Forms

A. Instructions to Offerors Non-Construction, Form HUD 5369-B

The Form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 11.

B. Certification and Representations of Offerors, Form HUD 5369-C

The Form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 12.

C. General Conditions, Form 5370-C

The Form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4

Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsive bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsible bid.”

II. Method of Award

Award shall be made to the responsible and responsive bidder submitting the lowest Grand Total Bid Price on the Bid Offer Form. The Grand Total Bid Price is the sum of all service items for the 30-calendar day period. To be considered a responsive bid and eligible for award, the bidder shall submit a bid price for all services listed, complete the Bid Offer Form in its entirety, and conform to all requirements of the IFB.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

(END OF SECTION)

Section 5 Attachments

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| 1. Wage Certificate | Due December 20, 2017 |
| 2. Bid Offer Form | Due December 20, 2017 |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 4. Sample Contract – Attachment S1, Scope of Services | For Bidder's information |
| 5. Sample Contract – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 6. Sample Contract – Attachment S3, Time of Performance | For Bidder's information |
| 7. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 8. Sample Contract – Attachment S5, Special Conditions | For Bidder's information |
| 9. State General Conditions, AG-008 103D | For Bidder's information |
| 10. General Conditions, Federal Form HUD 5370-C | For Bidder's information |
| 11. Instructions to Offerors, Form HUD 5369-B | For Bidder's information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C | Due December 20, 2017 |
| 13. VAWA Notice to Tenants | For Bidder's information |
| 14. HPHA VAWA Policy | For Bidder's information |
| 15. Local Resources for Victims – Attachment A | For Bidder's informatin |
| 16. Notification of Occupancy Rights under VAWA (Public Housing) – Attachment B | For Bidder's information |
| 17. Notification of Occupancy Rights under VAWA (Section 8) – Attachment C | For Bidder's information |
| 18. Certification of Domestic Violence, Dating Violence, | For Bidder's information |

Sexual Assault or Stalking

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|---|--------------------------|
| 19. Emergency Transfer Request – Attachment D | For Bidder's information |
| 20. Notification of Your Rights and Obligations under the VAWA | For Bidder's information |
| 21. Bid Submittal Checklist | For Bidder's information |

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